



TERMS AND CONDITIONS OF THE NATION'S CAPITAL EXTRAORDINARY POLICING COSTS PROGRAM

1. Purpose

The purpose of this document is to establish the Nation's Capital Extraordinary Policing Costs Program Terms and Conditions (Terms and Conditions) for a contribution program under the authority of Public Safety and Emergency Preparedness (the Department) to reimburse the City of Ottawa (the City) for eligible extraordinary, reasonable and justifiable policing costs incurred in relation to policing duties specific to the Nation's Capital.

2. Authority

2.1 The Minister's legal authorities to set this contribution program are:

2.1.1 Paragraphs 6(1)(a) of the *Department of Public Safety and Emergency Preparedness Act*, S.C. 2005, ch.10 stating that the Minister of Public Safety and Emergency Preparedness (the Minister) has authority to "initiate, recommend, coordinate, implement or promote policies, programs or projects relating to public safety and emergency preparedness";

2.1.2 Paragraph 6(1)(c) of the *Department of Public Safety and Emergency Preparedness Act*, S.C. 2005, ch.10 stating that the Minister may make grants and contributions; and

2.1.3 The Minister's policy authority to set this contribution program is the Government decision to renew and expand the program.

3. Program Objectives and Expected Results

3.1 The overall objective of the contribution program is to recognize the unique policing environment created by the presence of federal landmarks (e.g., War Memorial), institutions and events of national significance in the Nation's Capital. These exceptional circumstances lead to extraordinary policing costs for the Ottawa Police Service. In recognition of these exceptional circumstances the program:

- 3.1.1 Enables the City of Ottawa to seek financial assistance from the Government of Canada, through a negotiated contribution agreement, for eligible extraordinary, reasonable and justifiable policing costs incurred in relation to policing duties specific to the Nation's Capital; and
 - 3.1.2 Allows the Government of Canada to reimburse the eligible costs to the City of Ottawa, through a contribution program.
- 3.2 The objectives of the program fall within the Department's core responsibility for Community Safety and within the Law Enforcement and Policing Program. The program contributes to the achievement of the Department's policy objectives to promote the safety and security of Canadian communities and institutions.
- 3.3 The contribution program is expected to contribute to the following outcomes:
- 3.3.1 (Immediate Outcome) The City of Ottawa has the resources to manage policing costs incurred for duties specific to the Nation's Capital.
 - 3.3.2 (Intermediate Outcomes) The City of Ottawa is equipped to provide security at Nation's Capital extraordinary events. The City of Ottawa includes GBA+ considerations in the provision of security for Nation's Capital extraordinary events.
 - 3.3.3 (Long term outcome) The nation's capital hosts safe and secure events.

4. Performance Measurement Strategy

- 4.1 The Performance Measurement Strategy for this program outlines a plan that will be implemented by the Department to ensure there is sufficient performance information available to effectively plan, monitor and report on the results of the program.
- 4.2 The performance measurement strategy identifies the causal links between the program main activities, the key outputs that are produced from these activities, and the intended outcomes arising from these activities and outputs. The key outcomes and indicators are:

Program Outcomes	Performance Indicators
The City of Ottawa has the resources to manage policing costs incurred for duties specific to the Nation's Capital	Percentage of payment requests received and paid in compliance with the contribution agreement.
The City of Ottawa is equipped to provide security at Nation's Capital extraordinary events	Percentage of funding available through the NCEPCP used by the City of Ottawa.

• The City of Ottawa includes GBA+ considerations in the provision of security for Nation's Capital extraordinary events	• Percentage of extraordinary events involving the use of the liaison team in the planning of extraordinary events, which have met OPS threshold for its use.
• The nation's capital hosts safe and secure events	• Percentage of extraordinary events held within the Nation's Capital that are attended by OPS, as required based on security assessments.

5. **Eligible Recipient**

The only eligible recipient is the City of Ottawa.

6. **Eligible Activities**

Eligible activities are those extraordinary, justifiable and reasonable policing duties specific to the Nation's Capital deemed necessary by the Ottawa Police Service to provide additional public safety and security services over and above the regular municipal policing services required of a similar size city.

7. **Eligible Expenditures**

Federal Financial Assistance of the expenditures identified in this section is strictly intended as compensation for extraordinary, reasonable and justifiable policing costs specific to the Nation's Capital and include:

Personnel

7.1 Salaries, overtime and benefits, of full-time and part-time employees (office and field staff) performing extraordinary policing duties specific to the Nation's Capital in accordance with existing collective agreements or contracts of employment.

7.2 Salaries, overtime and benefits, of temporary positions through contract services performing extraordinary policing duties specific to the Nation's Capital in accordance with existing collective agreements or contracts of employment.

Surge Capacity

7.3 Surge capacity personnel costs incurred by the recipient through written arrangements with a contracting organization (e.g., police service) to deploy additional resources for the purpose of performing extraordinary policing duties specific to the Nation's Capital.

Intra-Governmental Services

7.4 When in the normal course of business, the Recipient is subject to receiving an invoice for a service it requests from another intra-governmental (excluding federal government) department (e.g. public works, heavy equipment, bus transportation, information technology (IT) support), and that the cost of this service is the most economical solution, and is generated for the purpose of performing extraordinary policing duties specific to the Nation's Capital.

Operational Supplies

7.5 Costs associated with general purpose items necessary to performing extraordinary policing duties specific to the Nation's Capital (e.g., event specific police signage, plastic handcuffs, food, and water/drinks).

Translation and Other Services

7.6 Costs associated with shredding, printing, courier, copying, translations and simultaneous interpretation activities incurred and billed to the OPS for the purpose of performing extraordinary policing duties specific to the Nation's Capital.

Leased or Purchased Operational Equipment

7.7 Equipment deemed necessary for the purpose of performing extraordinary policing duties specific to the Nation's Capital. The Recipient must demonstrate the operational requirements that are above and beyond its normal standards of operation. (e.g., telecommunications equipment, cooling stations, baton, shield, helmet, vest and crowd control equipment such as tear gas, bullets).

Leased Space

7.8 Leased space to accommodate employees or goods (e.g., warehouse space, temporary command centre) for the purpose of performing extraordinary policing duties specific to the Nation's Capital.

Vehicles Rentals, Maintenance and Fuel

7.9 Vehicle rentals, parking, maintenance and fuel costs associated with performing extraordinary policing duties specific to the Nation's Capital.

Administrative Services

7.10 Administrative services that are related to supporting the planning, deployment and demobilization of resources performing policing duties specific to the Nation's Capital and that do not exceed 15% of total eligible costs.

Other

7.11 At the discretion of the Minister, other extraordinary, reasonable and justifiable policing costs deemed necessary to provide additional public safety and security services in the Nation's Capital.

The Department may support reimbursement of eligible pre-execution expenditures, incurred from April 1, 2020, and onward, for extraordinary, reasonable and justifiable policing costs incurred in relation to policing duties associated with the Nation's Capital.

8. Ineligible Expenditures

8.1 Interest charges or costs associated with a loan.

8.2 Insurance premium claim deductibles and adjusting services.

8.3 Medical costs incurred for the delivery of services through the ongoing health infrastructure and resources such as hospitals, clinics and their regular staff complements.

8.4 Loss of income, wages, profits and/or revenue, loss of production or productivity, loss of opportunity, inconvenience, loss of asset or market value or market share resulting from policing or security activities.

8.5 Leave liability balances not taken by employees or police officers as a result of a policing or security event such as annual leave, floater annual leave, annual leave carried forward, statutory holiday time and statutory holiday hours carried forward.

9. Contracting Organizations

9.1 When the recipient is required to seek the assistance of other contracting organizations (e.g., police services) for the purpose of performing extraordinary policing duties specific to the Nation's Capital, and it is expected that the recipient will reimburse them for the eligible costs incurred, the recipient must:

9.1.1 Inform the Department at the earliest stage possible of its intent to negotiate arrangements with the contracting organizations;

9.1.2 Ensure written arrangements between the recipient and the contracting organizations are aligned with the types of activities and expenditures that are eligible under the NCEPCP;

9.1.3 Provide the Department with the contracting organizations' cost estimates, which should form part of the written arrangements between the recipient and the contracting organizations, to be subject to potential reimbursement; and,

9.1.4 Perform a thorough review and validation of all costs to ensure that they are in accordance with the contribution program Terms and Conditions as well as the contribution agreement ratified with the Government of Canada, prior to including the costs claimed by the contracting organizations in the final claim to the Department.

9.2 All incremental costs claimed by the contracting organizations will be subject to federal audit procedures before the final payment is made.

9.3 The contracting organizations must make available for inspection and audit, to the auditors or representatives, any supporting documentation, vouchers, invoices, receipts, financial accounts, records and any information related to claimed expenses for which reimbursement is requested in order to determine their eligibility. The contracting organizations shall also provide access without charge to all facilities for such audits after receiving written confirmation.

10. Stacking Limits

10.1 For this contribution program, the maximum level (stacking limit) of Total Government Assistance (federal/provincial/territorial/municipal assistance for the same purpose and eligible expenses) will be up to and including 100% of eligible costs.

10.2 The recipient will be required to disclose all confirmed and potential sources for funding for eligible activities of the Ottawa Police Services before and after the period covered by the contribution agreement.

11. Application Requirements

11.1 The following will be required of all proposals for consideration:

11.1.1 An itemized budget that clearly outlines the policing duties to be performed and expenditures for which the financial contribution is being requested for each fiscal year;

11.1.2 A description of internal measures to conduct implementation monitoring and performance management;

11.1.3 A work plan describing the project, including the activities that will be undertaken and the expected outcomes;

- 11.1.4 Where applicable, a description of how the *Official Languages Act* and the federal government policies on official languages will be respected; and
- 11.1.5 The names, titles and contact information for all persons involved in the management of the project.

11.2 In addition, to prevent the risk of conflict of interest, the recipient must:

- 11.2.1 Disclose any apparent, actual or potential conflict of interest in compliance with Treasury Board policy and disclose the involvement of any former public servants under the *Value and Ethics Code for Public Servants*;
- 11.2.2 When required, register lobbyists under the *Lobbying Act* (applicants shall provide assurance that, where lobbyists are utilized, they are registered in accordance with Treasury Board policy and that no actual or potential conflict of interest exists nor any contingency fee arrangement); and
- 11.2.3 Comply with the conditions of the *Parliament of Canada Act*, when applicable to a municipality.

12. Assessment of Application

12.1 Proposals for consideration under the contribution program must be submitted by the City of Ottawa. In addition, all application requirements, as outlined in section 10, must be met. Eligible proposals will be reviewed against the following criteria:

- 12.1.1 The extent to which the project description and objectives, expected results and outcomes meet and advance the objectives of the program;
- 12.1.2 The amount of funding requested and the expenses outlined in the proposal are eligible and reasonable and support the project description, objectives and expected results; and
- 12.1.3 The degree to which the recipient has established measures to conduct implementation monitoring and performance management.

13. Setting a Maximum Contribution Amount

The maximum contribution under these Terms and Conditions shall not exceed \$14.25 million over five years. In addition, contribution amounts will not exceed \$2.25 million fiscal year 2020-21 and \$3 million annually fiscals 2021-22 to 2024-25.

14. Reporting Procedure

Recipients are required to provide the Department with reports outlining the activities undertaken in support of the policing services. Reports are to include the results achieved

with funding provided under the contribution program and methods used. In addition, recipients will be required to provide detailed financial reports (using departmental cash flow statement) outlining the eligible extraordinary, reasonable and justifiable policing costs incurred in relation to policing duties specific to the Nation's Capital.

15. Basis and Timing of Payments

15.1 The total amount of contribution funding paid to a recipient under a funding agreement cannot exceed the eligible expenditures actually incurred by the recipient in completing the recipient's project, after considering all other sources of revenue received for the project.

15.2 Progress payments (i.e. reimbursement of eligible expenditures incurred) will be paid to the recipient based upon the receipt and acceptance by the Department of financial reports, including a cash flow statement, indicating expenses incurred to date and project reports outlining the activities completed for the period.

15.3 Advance payments will be provided based on assessed risk and the cash flow requirements of the recipient.

15.4 The release of payments may also be conditional on other monitoring activities and/or supporting documentation, which may include on-site visits by the auditors, the provision to the Department of expense receipts, purchase orders or copies of products and/or materials produced as part of the agreement.

15.5 No organization will be allowed to retain any overpayment (defined as an excess of revenues over expenses) driven from the project. Profits are to be reimbursed by the recipient to the Crown.

15.6 Sixty (60) months is the maximum period for which a contribution will be approved.

15.7 The Department reserves the right to audit the contribution agreement.

16. Official Languages

Under section 41 of the *Official Languages Act*, Public Safety and Emergency Preparedness is committed to enhancing the vitality of the English and French linguistic minority communities in Canada (French outside Quebec, English in Quebec) and supporting and assisting their development and to fostering the full recognition and use of both English and French in Canadian society. To support Public Safety and Emergency Preparedness's obligations under the *Official languages Act* and related regulations and policies, it is expected that the City of Ottawa will comply with the provincial language legislation, including the *French Language Services Act*, RSO 1990, c. F.32 and policies, and its own policies and commitment to the French linguistic minority. If required, the Minister may impose additional obligation to the recipient through the negotiated contribution agreement.